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5 Attorney for Secured Creditor
6 US Bank National Assoc. as trustee for JP ALT 2006-S1, c/o SunTrust Mortgage, Inc. as servicer

7 UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

8 In re:

9 Roger Pierre Baylocq,

10 Debtor(s)

CHAPTER 11
BANKRUPTCY NO.: 10-51372-GWZ
DATE:
TIME:

11
12 **STIPULATION FOR TREATMENT OF CLAIM OF US BANK NATIONAL**
13 **ASSOCIATION, AS TRUSTEE FOR JP ALT 2006-S1, C/O SUNTRUST MORTGAGE,**
14 **INC. AS SERVICER AND MODIFICATION OF PLAN OF REORGANIZATION**

15 THIS MATTER HAVING been negotiated in good faith as between the parties, Michael W.
16 Chen, Esq. of THE COOPER CASTLE LAW FIRM attorneys of record for Secured Creditor US
17 Bank National Assoc. as trustee for JP ALT 2006-S1, c/o SunTrust Mortgage, Inc. as servicer, and
18 the Debtor in Possession Roger Pierre Baylocq, appearing through John White, Esq. of the law
19 offices of White Law Chartered, and this Court being fully advised on the premises, and good cause
20 appearing;

21 IT IS HEREBY STIPULATED, AGREED AND ORDERED that pursuant to parties'
22 settlement of the title dispute over the subject real property known as 2370 Del Monte Lane, Reno,
23 NV 89511 dated August 26, 2011, in which the parties herein agree to restore title of said property
24 to the Debtor in Possession, reinstate the deed of trust/promissory note obligation encumbering said
25 property dated October 25, 2005 (as document no. 3299679, recorded October 31, 2005), to
reinstate the Proof of Claim dated June 11, 2010 (claims register no. 16-1) filed by SunTrust
Mortgage, Inc., and further stipulate to the modification of the Debtors' proposed Plan of

1 Reorganization (to the extent necessary) to accommodate and pay upon secured creditor's reinstated
2 claim in the following fashion: The parties agree to a consensual secured claim amount of
3 \$675,000.00 to US Bank National/SunTrust Mortgage, Inc., to be paid over 30 years at an annual
4 interest rate of 5.0%. The payment each month is the amount of \$3,623.55, commencing on the
5 first day of the first full month following the effective date of the confirmed Chapter 11 Plan of
6 Reorganization, and continuing thereafter on the first day of each month for the next consecutive
7 360 months. Payments are due on the 1st day of each month. There shall be a contractual "grace
8 period" of fifteen (15) days for late payments pursuant to the promissory note. Said payments shall
9 be made directly to US Bank National Association, as trustee, c/o SunTrust Mortgage, Inc. 1001
10 Semmes Ave. Richmond, VA 23224 (or wherever further directed to by SunTrust Mortgage, Inc.).
11 The balance of US Bank National Association's/SunTrust Mortgage, Inc.'s, claim (unsecured
12 portion) will be paid along with all other general unsecured claimants in accordance with the
13 confirmed Plan. The parties also agree to cooperate in regards to a continuing property insurance
14 claim regarding the subject real property, and shall take whatever actions necessary to repair said
15 property consummate the Chapter 11 Plan of Reorganization.. If not earlier endorsed, and subject
16 to a concurrent stipulation for use of cash collateral if prior to confirmation herein, SunTrust
17 Mortgage, Inc. shall endorse Travelers Insurance Check No. 144643355 in the amount of
18 \$24,714.12, payable to Roger Baylocq and SunTrust Mortgage, Inc., dated October 29, 2010 (or any
19 substituted check issued by Travelers therefore), and returning it to Debtor on or before October 4,
20 2011 at 1275 Stardust St., Reno, NV 89503 by overnight mail service. SunTrust shall further
21 endorse any other checks or payment vouchers Debtor receives from Travelers Insurance by reason
22 of claims made or to be made by Debtor for winter storm damage suffered by the subject real
23 property in December 2009 (currently Travelers File No. 292 FR HEL1921 E).

22 IT IS FURTHER STIPULATED, AGREED AND ORDERED that the Debtor must
23 maintain current/adequate property insurance coverage (a furnish proof thereof to secured creditor)
24 pursuant to the terms of the promissory note, and must also pay current all relevant property taxes
25 on the subject real property. All other terms of the herein reinstated promissory note not otherwise
modified by the Chapter 11 Plan of Reorganization shall be adopted and incorporated into the Plan.

1 IT IS FURTHER STIPULATED, AGREED AND ORDERED that in the event that the
2 Debtor fails to comply with the monthly payments ordered above, or fails to maintain adequate
3 property insurance or keep up property tax payments, Secured Creditor, its assignees and/or
4 successors in interest, shall have all available remedies available to it pursuant to the terms of the
5 promissory note, deed of trust and under federal and/or state law including, but not limited to
6 forced place insurance, acceleration of the note, foreclosure of and holding a Trustee's Sale on the
7 subject property, and commence any action necessary to obtain complete possession of the subject
8 Property. No further notice to, or action of the Court, shall be required for Secured Creditor to
9 exercise its remedies following confirmation of the Plan and implementation of same.

10 IT IS FURTHER STIPULATED, AGREED AND ORDERED that in the event the case
11 dismisses or converts to a Chapter 7 proceeding, the Secured Creditor's claim will be fully
12 reinstated, and any non-contractual payment arrangement based upon a modification of this claim
13 through the former Chapter 11 Plan of Reorganization will be nullified and void. Secured Creditor
14 will thereafter issue a written notice for the total arrears to include any and all amounts and accrued
15 interest due under the promissory note that would have been paid and/or waived through the former
16 Chapter 11 Plan, which Debtor will be given a ten (10) day period to cure. In the event Debtor fails
17 to cure said arrears after the ten (10) day period has expired, Secured Creditor shall submit an Ex
18 Parte Order Terminating the Automatic Stay. Upon entry of the Ex Parte Order, the Automatic Stay
19 shall be immediately extinguished for all purposes as to the Secured Creditor US Bank National
20 Assoc. as trustee for JP ALT 2006-S1, c/o SunTrust Mortgage, Inc. as trustee, its assignees and/or
21 successors in interest, may proceed with a foreclosure of and hold a Trustee's Sale on the subject
22 property, pursuant to applicable state law, and commence any action necessary to obtain complete
23 possession of the subject Property.

24 IT IS FURTHER STIPULATED, AGREED AND ORDERED that the parties shall take any
25 and all actions necessary to implement the aforementioned terms of settlement and repayment of
Secured Creditor's claim, and that the Debtors' Chapter 11 Plan is hereby modified (specifically to
the claim of Secured Creditor) to include, ratify and adopt all of the terms stated herein and also
adopts all collateral actions and subsequent agreements in furtherance of the same.

1 IT IS FURTHER STIPULATED, AGREED AND ORDERED that Secured Creditor will
2 support and/or vote in favor of confirmation of the Debtors' Plan of Reorganization that
3 incorporates the above terms.

4 Submitted by:

5 THE COOPER CASTLE LAW FIRM
6 A Multi-Jurisdictional Law Firm

7 By: /s/ Michael W. Chen Date: 9-27-11
8 Michael W. Chen, Esq.
9 Attorney for Secured Creditor
10 US Bank National Assoc. as trustee, c/o SunTrust Mortgage, Inc, as servicer

11 APPROVED/DISAPPROVED

12 By: [Signature] Date: 9-27-11
13 John White, Esq.
14 Attorney for Debtor in Possession
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